



**STATE OF ARIZONA**  
**OFFICE OF THE ATTORNEY GENERAL**

**REQUEST FOR QUOTATIONS**

**REQUEST FOR QUOTATION NUMBER: AG08-0026**

**DESCRIPTION: Desk Top Hard Drives: 750GB SATA; 500GB IDE**

**QUOTATION DUE DATE AND TIME: February 8, 2008, by 3:00 p.m. Arizona Local Time.**

**OFFER SHOULD BE FAXED TO:** Office of the Attorney General, Procurement Unit, (602) 542-8079. Offers may be mailed or delivered to the Office of the Attorney General, Attention: Procurement Unit, 1275 West Washington Street, Phoenix, AZ 85007.

**Request for Quotation available in MS Word:** A copy of this Solicitation is available in MS Word by sending an e-mail to [jeanne.cummings@azag.gov](mailto:jeanne.cummings@azag.gov). The Solicitation on file in the Office of the Attorney General Procurement Office shall have precedence over any differing documents. Changes to this solicitation shall be without effect unless proposed in accordance with the Uniform and Special Instruction Sections of this Solicitation and specifically accepted by the Arizona Office of the Attorney General.

**Small Business:** In accordance with A.R.S. §41-2535, this solicitation is restricted to small business. A "small business" is one that, including its affiliates, is independently owned and operated, is not dominant in the type of business it conducts, and which employs fewer than 100 full time employees or which has gross receipts of less than \$4 million in its last fiscal year. This procurement cannot exceed the aggregate dollar amount of fifty thousand dollars.

**General:** In accordance with A.R.S. §Title 41, Chapter 23, A.A.C. R2-7-336, quotations for the materials or services specified will be received by the Office of the Attorney General, at the above specified location, until the time and date cited. All quotations should be completed in ink or typewritten and returned via facsimile to (602) 542-8079. Additional instructions for preparing a quotation are provided in the Special Instructions to Offerors.

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR QUOTATIONS.**

Solicitation Contact Person:

Jeanne Cummings

Buyer II

Phone: (602) 542-8072

Fax: (602) 542-8079

E-Mail: [Jeanne.cummings@azag.gov](mailto:Jeanne.cummings@azag.gov)

January 21, 2008

## SCOPE OF WORK

AG08-0026

### 1. Background

The Arizona Office of the Attorney General (AGO), Special Investigations Section, currently has a need for desk top hard drives. The hard drives are as listed below.

### 2. Price Sheet

ITEM	DESCRIPTION	QUANTITY	UNIT COST	TOTAL
1	Seagate 750GB SATA or equivalent for desk top use.	40 Each		
2	Western Digital 500GB IDE or equivalent for desk top use.	50 Each		
Delivery shall be within _____ days after receipt of order.			Subtotal	
			Tax	
			Total Cost	

**SPECIAL TERMS AND CONDITIONS**

**1. Contract**

- 1.1. Authority to Contract: This Contract is issued in accordance with ARS §41-2535 for the Office of the Attorney General.
- 1.2. Contract Type: Firm Fixed Cost.
- 1.3. Term of Contract: The term of the Contract shall commence on the date of award and shall continue for up to one year, unless terminated, canceled or extended as otherwise provided herein. This contract may be extended for an additional 24 months by mutual written contract amendment.
- 1.4. Documents Incorporated by Reference: The State of Arizona's Uniform Instructions to Offerors (Rev 7.1) and Uniform Terms and Conditions (Rev 7) are a part of this document as if fully set forth herein. Copies of these documents are available at <http://www.azspo.az.gov/PoliciesDocuments/index.htm> or by calling Jerry Connolly, Office of the Attorney General at 602-542-8030.
- 1.5. Changes: AGO reserves the right to add or delete materials and make other changes within the general scope of work as may be deemed necessary to best serve the interests of the State.
- 1.6. Non-Exclusive Contract: AGO has the right to procure the services listed herein from Contractors other than those awarded Contracts pursuant to this Solicitation when necessary to meet the requirements of AGO.
- 1.7. Removal of Contractor's Employees: The Contractor agrees to utilize only experienced, responsible and capable people in the performance of this Contract. AGO may require that the Contractor remove from an assignment employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interests of AGO.
- 1.8. Ownership of Materials: All materials, documents, deliverables and/or other products of the Contract (including but not limited to e.g., work plans, reports, etc.) shall be the sole, absolute and exclusive property of AGO, free from any claim or retention of right on the part of the Contractor, its agents, Subcontractors, officers or employees.
- 1.9. Disability Access: Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this contract shall comply with A.R.S. § 41-2531 and § 41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

**2. Offshore Performance of Work Prohibited**

Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all times.

**3. Pricing**

Pricing for the work described shall be submitted on a lump sum, firm fixed cost all-inclusive basis. The firm fixed cost shall contain the labor rate, labor benefits, payroll burden, insurance, workman's compensation, all taxes, profit, overhead, general and administrative expenses, fees, travel expenses and all other related charges. A price reduction adjustment may be offered at any time during the term of the Contract and shall become effective upon notice.

**4. Invoicing**

Invoices shall include the Contract Number and be submitted per the pricing schedule. AGO will process the approved claim for payment in accordance with the standard operating procedures of the State of Arizona.

**5. Federal Immigration Laws, Compliance by State Contractors**

By entering into the contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal Immigration laws and regulations related to the immigration status of its employees. The

## SPECIAL TERMS AND CONDITIONS

### AG08-0026

Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the contract. The contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (1-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. 1-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect find or that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance is the responsibility of the Contractor.

#### 6. Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

*This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*

#### 7. Insurance Requirements

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

7.1. **Minimum Scope and Limits of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

##### 7.1.1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

• General Aggregate	\$1,000,000
• Products – Completed Operations Aggregate	\$ 500,000
• Personal and Advertising Injury	\$ 500,000
• Blanket Contractual Liability – Written and Oral	\$ 500,000
• Fire Legal Liability	\$ 25,000
• Each Occurrence	\$ 500,000

## SPECIAL TERMS AND CONDITIONS

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- a. The policy shall be endorsed to include the following additional insured language: *"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor"*.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

#### 7.1.2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$500,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

#### 7.1.3. **Worker's Compensation and Employers' Liability**

Workers' Compensation

Statutory

Employers' Liability

Each Accident

\$100,000

Disease – Each Employee

\$100,000

Disease – Policy Limit

\$100,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

7.2 **Additional Insurance Requirements:** The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

7.3 **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department Representative's Name & Address) and shall be sent by certified mail, return receipt requested.

7.4 **Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

7.5 **Verification of Coverage:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each

## SPECIAL TERMS AND CONDITIONS

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insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to (State of Arizona Department Representative's Name and Address). The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

- 7.6 **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- 7.7 **Approval:** Any modification or variation from the insurance requirements in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- 7.8 **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

## SPECIAL INSTRUCTIONS TO OFFERORS

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### 1. PREPARATION OF QUOTES:

- a. Erasures, interlineations or other modifications in the Bid shall be initialed in original ink by the authorized person signing the Vendor Offer.
- b. In case of error in the extension of prices in the quotation, unit price shall govern. No Quote shall be altered, amended or withdrawn after the specified quotation due time and date.
- c. Periods of time, stated as a number of days, shall be calendar days.
- d. It is the responsibility of all Offerors to examine the entire Request for Quotation package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a Quote.
- e. A minimum of three verifiable references your organization has provided similar service in the last three years must be submitted with your bid. Attachment I should be filled out in its entirety.
- f. Literature demonstrating that any substitute product meets or exceeds all features of the specified product, including operation of the equipment, must be included with the Offeror's quote.

### 2. INQUIRIES:

Any question related to this solicitation shall be directed to the Contact Person whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits (Fax 602-542-8079 or e-mail Jerry.Connolly@azag.gov preferred). Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number.

### 3. WITHDRAWAL OF QUOTE:

At any time prior to a specified solicitation due time and date, an Offeror (or designated representative) may withdraw the quote. Facsimiles, telegraphic or mailgram withdrawals will be considered if on letterhead and bearing appropriate signatory signature.

### 4. OPENING:

This is an informal quote and will not be read at a public opening. A bid abstract will be kept and the bid abstract shall be available for public inspection after opening.

### 5. PRICING:

Price contained herein shall be firm for the specified commodities and/or service and shall include: Shipping FOB Destination – Inside Delivery, and includes insurance, permits and all other incidental cost.

### 6. PAYMENT:

In accordance with Arizona Revised Statute § 35-342, any agency which purchases or procures goods and services from a nongovernmental entity on account shall pay the account in full within thirty days after receipt of goods or services and correct notice of amount due in writing to the agency or shall pay interest on the outstanding balance at the rate of ten per cent per annum (as prescribed in § 44-1201) until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

### 7. DISCOUNTS:

Payment discount periods shall be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date the State's warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more shall be deducted from the quotation price in determining the low quotation. The State shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

### 8. TAXES:

The State will pay any applicable State of Arizona transaction privilege tax and any other applicable state or local taxes on the services rendered or products supplied. No payment shall be made for any personal property taxes levied on vendor or any taxes levied on employee's wages. Applicable taxes shall be shown separately on any invoice and such sums shall be due and payable to vendor upon delivery. If claiming a tax exemption, State will provide vendor with valid tax exemption certificates. The amount of any applicable transaction privilege or use tax of a political subdivision of this state is not a factor in determining lowest bidder if a competing bidder located outside of this state is not subject to a transaction privilege or use tax of a political subdivision of this state. Taxes will not be considered as part of the evaluation process.

## **SPECIAL INSTRUCTIONS TO OFFERORS**

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### **9. AWARD OF CONTRACT:**

- a. This contract shall be awarded to the lowest cost responsible and responsive Offeror whose quote conforms in all material respects to the requirements and criteria set forth within this solicitation.
- b. References must be verifiable and indicate Offeror is a responsible contractor.
- c. Unless the Offeror states otherwise, or unless otherwise provided within this solicitation, the State reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the State.
- d. Notwithstanding any other provision of the Request for Quotation, the State reserves the right to:
  - (1) Waive any immaterial defect or informality; or
  - (2) Reject any or all quotations, or portions thereof; or
  - (3) Reissue a Solicitation.
- e. A response to this Request for Quotation is an offer to contract with the State of Arizona based upon the terms, conditions and specifications contained in the State's Request for Quotation. Quotations do not become contracts unless and until an authorized procurement officer accepts them. A contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the Terms and Conditions of the procurement contract are contained in the Request for Quotation, unless any of the Terms and Conditions are modified by a contract amendment, or by mutually agreed Terms and Conditions in the contract documents.

### **10. CRITERIA FOR AWARD:**

- a. Acceptance of all terms and conditions of this RFQ;
- b. Meet all specifications of this RFQ;
- c. Provide a firm fixed cost;
- d. Provide references who indicate satisfactory past performance.

**11. BRAND NAME OR EQUAL:** Any manufacturer's names, trade names, brand name or catalog designations used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to approximate the quality design or performance which is desired. Any bid, which proposes like quality, design or performance, will be considered. If the description of your offer differs in any way, you must give complete detailed description of your quotation including pictures and literature where applicable. Unless a specific exception is made, the assumption will be that the bid will be exactly as specified in this Solicitation.

**12. ESTIMATED QUANTITIES:** This solicitation references quantities as a general indication of the needs of the AGO, however, the quantities shown are estimates only and the AGO reserves the right to increase or decrease any quantities actually acquired. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.

**13. COST OF BID PREPARATION:** The State shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

**14. PUBLIC RECORD:** All bids submitted in response to this Invitation For Bid shall become the property of the State and shall become a matter of Public Record available for review, subsequent to the award notification, as provided for by the Arizona Procurement Code.



## SPECIAL INSTRUCTIONS TO OFFERORS


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- 15. DISABILITY ACCESS:** Any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. § 41-2531 and § 41- 2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities. If the offeror believes that compliance with this requirement poses an Undue Burden, the Offeror shall notify the procurement officer in writing at least five days before the offer due date and time.
- 16. OFFSHORE PERFORMANCE OF WORK PROHIBITED:** Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.
- 17. FEDERAL IMMIGRATION LAWS, COMPLIANCE BY STATE CONTRACTORS:** By signing the offer the Offeror warrants that it and all proposed subcontractors are in compliance with the federal immigration and Nationality Act ( FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Offeror shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish the statements to the Procurement Officer upon request
- 19. DEFINITIONS**
- 19.1. Shall, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
- 19.2. Should, Will: indicates something that is recommended but not mandatory.
- 19.3. May: Indicates something that is not mandatory but permissible.

**20. References:** Provide a minimum of three references.

<b>REFERENCE #1</b> Company: Contact: Street Address City, State, Zip Telephone # Fax # E-Mail:	<b>REFERENCE #2</b> Company: Contact: Street Address City, State, Zip Telephone # Fax # E-Mail:
<b>REFERENCE #3</b> Company: Contact: Street Address City, State, Zip Telephone # Fax # E-Mail:	<b>REFERENCE #4</b> Company: Contact: Street Address City, State, Zip Telephone # Fax # E-Mail:

**ATTACHMENT 1****AG08-0026**

	<b>OFFER AND CONTRACT AWARD</b>	Office of the Attorney General Purchasing Unit 1275 West Washington Street Phoenix, Arizona 85007 (602) 542-8030														
	<b>SOLICITATION NO: AG08-0026</b>															
<b>OFFER</b>																
<b>TO THE STATE OF ARIZONA:</b> The undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with paragraph one of the State of Arizona Uniform Terms and Conditions.																
<table style="width: 100%;"><tr><td style="width: 50%; vertical-align: top;"><b>General Information:</b></td><td style="width: 50%; vertical-align: top;">For clarification of this Offer Contact:</td></tr><tr><td style="border-bottom: 1px solid black;">Arizona Transaction Privilege (Sales) Tax License Number</td><td style="border-bottom: 1px solid black;">Name</td></tr><tr><td style="border-bottom: 1px solid black;">Federal Employer identification Number</td><td style="border-bottom: 1px solid black;">Telephone Number      Fax Number</td></tr><tr><td style="border-bottom: 1px solid black;">Company Name</td><td style="border-bottom: 1px solid black;">E-Mail Address</td></tr><tr><td style="border-bottom: 1px solid black;">Company Address</td><td style="border-bottom: 1px solid black;">Signature of Authorized Person      Date</td></tr><tr><td style="border-bottom: 1px solid black;">City      State      Zip Code</td><td style="border-bottom: 1px solid black;">Printed Name</td></tr><tr><td style="border-bottom: 1px solid black;">General Office Telephone Number</td><td style="border-bottom: 1px solid black;">Title</td></tr></table>			<b>General Information:</b>	For clarification of this Offer Contact:	Arizona Transaction Privilege (Sales) Tax License Number	Name	Federal Employer identification Number	Telephone Number      Fax Number	Company Name	E-Mail Address	Company Address	Signature of Authorized Person      Date	City      State      Zip Code	Printed Name	General Office Telephone Number	Title
<b>General Information:</b>	For clarification of this Offer Contact:															
Arizona Transaction Privilege (Sales) Tax License Number	Name															
Federal Employer identification Number	Telephone Number      Fax Number															
Company Name	E-Mail Address															
Company Address	Signature of Authorized Person      Date															
City      State      Zip Code	Printed Name															
General Office Telephone Number	Title															
Small business certification: Vendor [is__ ] or [is not __ ] a small business (less than 100 employees or has gross revenues of \$4 million or less.) Minority/Woman Owned Enterprise Certification (MBE/WBE): Vendor [is __ ] or [is not __ ] a Minority Owned Business Enterprise. Vendor [is __ ] or [is not __ ] a Woman Owned Business Enterprise.																
<b>ACCEPTANCE OF OFFER AND CONTRACT AWARD</b> (For Arizona State Use Only)																
<p>Your offer is hereby accepted:</p> <p>The Contractor is now bound to sell the materials, services or construction listed by the attached award notice based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the Office of the Attorney General.</p> <p>This Contract shall henceforth be referred to as Contract No. _____.</p> <p>The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until the Contractor receives an executed purchase order or Contract release document.</p> <div style="text-align: right; margin-top: 20px;"><p>STATE OF ARIZONA</p><p>OFFICE OF THE ATTORNEY GENERAL</p><p>Awarded this _____ day of _____, 2007</p> <p>_____ Jerry Connolly Contract Management Supervisor</p></div>																

## ATTACHMENT 6

AG08-0026

DO NOT SEND TO IRS

Vendor MUST Print  
or Type informationSTATE OF ARIZONA  
SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM

DO NOT SEND TO IRS

Vendor MUST Print  
or Type information

☒ Taxpayer Identification Number (TIN) 
☐ TIN Type ☐ Employer Identification Number (EIN) ☒ State of Arizona HRIS EIN  
 State of Arizona Employees ONLY

☒ Legal Name   
 Must match TIN above

☒ Entity Type Select one of the following

- ☐ Corporation (NOT providing health care, medical or legal services) (5A)  
☐ Corporation (providing health care, medical or legal services) (5M)  
☐ Partnership, LLP (5T)  
☐ PLLC, LLC (5C)  
☐ Individual/Sole Proprietor (6I)  
☐ The US or any of its political subdivisions or instrumentalities (2G)  
☐ A state, a possession of the US, or any of their political subdivisions or instrumentalities (4G)  
☐ Tax-exempt organization under IRC §501 (50)  
☐ An international organization or any of its agencies or instrumentalities (5U)  
☐ State of Arizona employee (1E)  
☐ Other, Tax reportable entity (5P)

☒ Minority Business Indicator Select one of the following

- ☐ Small Business (01)  
☐ Small Business- African American (23)  
☐ Small Business- Asian (24)  
☐ Small Business - Hispanic (25)  
☐ Small Business- Native American (27)  
☐ Small Business- Other Minority (05)  
☐ Small, Woman Owned Business (06)  
☐ Small, Woman Owned Business- African American (29)  
☐ Small, Woman Owned Business- Asian (30)  
☐ Small, Woman Owned Business- Hispanic (31)  
☐ Small, Woman Owned Business- Native American (33)  
☐ Small, Woman Owned Business- Other Minority (11)  
☐ Woman Owned Business (03)  
☐ Woman Owned Business- African American (17)  
☐ Woman Owned Business- Asian (18)  
☐ Woman Owned Business- Hispanic (19)  
☐ Woman Owned Business- Native American (21)  
☐ Woman Owned Business- Other Minority (08)  
☐ Minority Owned Business- African American (04)  
☐ Minority Owned Business- Asian (32)  
☐ Minority Owned Business- Hispanic (74)  
☐ Minority Owned Business- Native American (15)  
☐ Minority Owned Business- Other Minority (02)  
☐ Non-Profit, IRC §501(c) (88)  
☐ Non-Small, Non-Minority or Non-Woman Owned Business (00)

☒ Main Address Where tax information and general correspondence is to be mailed

DBA\Branch\Location Address Address continued City State Zip code 

☒ Remit to Address ☐ Same as Main

DBA\Branch\Location Address Address continued City State Zip code 

☒ Contact Information

Name Phone # EXT Fax email 

☒ Certification

Under Penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) AND
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding AND
- I am a U.S. person (including U.S. resident alien).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

**The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.**

Signature Title Date 

STATE OF ARIZONA AGENCY USE ONLY

VENDOR: DO NOT WRITE BELOW THIS LINE

AGY Agency Authorization Phone # Date 

STATE OF ARIZONA GAO USE ONLY

VENDOR &amp; STATE AGENCY: DO NOT WRITE BELOW THIS LINE

☐ IRS TIN Matching

☐ Corporation Commission

☐ HRIS

☐ Other 
☐ Other 
Vendor Number MC Processed by Date Processed